

**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 14-4014**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Avail Technologies, Inc.**, a Pennsylvania corporation ("Contractor"), to be effective for all purposes March 22, 2017.

**WHEREAS**, County and Contractor entered into Agreement No. AGR14-4014 dated July 1, 2013 (the "Agreement") for a Vehicle Intelligent Transportation System ("ITS") and Accompanying Technologies for Atomic City Transit ("ACT"); and

**WHEREAS**, County wishes to exercise the option to purchase optional items as provided in the original Agreement; and

**WHEREAS**, County wishes to purchase Option 1 – Automatic Voice Announcement ("AVA"); and

**WHEREAS**, the Services are ongoing and County and Contractor wish to extend the term of the Agreement; and

**WHEREAS**, County and Contractor wish to amend compensation to reflect the extension of the term and the purchase of Option 1 as allowed for under the original terms and conditions of the Agreement; and

**WHEREAS**, the County Council approved this Amendment No. 1 at a public meeting held on March 21, 2017.

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree as follows:

- I. To delete **SECTION B. TERM** in its entirety and replace it with the following:

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2013 and shall continue through June 30, 2018, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) additional one-year terms, unless sooner terminated, as provided therein.

- II. To delete subpart "a." of Paragraph 1 in **SECTION C. COMPENSATION** and replace it with the following:

- a. County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION ELEVEN THOUSAND FIVE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$1,011,595.00), over the entire Term of this Agreement, which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the Milestone Payment Plan and

Rate Schedule set out in Exhibit "A." Maintenance and hosting fees for years four (4) through seven (7) of contract (if extended) will increase five percent (5%) per year.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**HARRY BURGESS** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**AVAIL TECHNOLOGIES, INC., A PENNSYLVANIA**  
**CORPORATION**

BY: \_\_\_\_\_  
**VICE PRESIDENT OF OPERATIONS** **DATE**